

JEFFREY A. NEEDELMAN (SBN 193892)  
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San Francisco, California 94147-1146  
Telephone (415) 441-4401  
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Attorney and Plaintiff Pro Se

FILE ORIGINAL

08 JUN 12 PM 2:52

CLERK, U.S. DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

BY:



DEPUTY

UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF CALIFORNIA

JEFFREY A. NEEDELMAN,

Plaintiff,

vs.

PENNSYLVANIA HIGHER EDUCATION  
ASSISTANCE AUTHORITY dba AMERICAN  
EDUCATION SERVICES; KEY.BANK, N.A.;  
& EDUCATION CREDIT MANAGEMENT  
SERVICES;

Defendants.

CASE NO. 08-CV-0442-L-RBB

**DECLARATION OF PLAINTIFF IN  
SUPPORT OF PLAINTIFF'S  
OPPOSITION TO DEFENDANTS'  
[12(b)(6)] MOTIONS TO DISMISS  
COMPLAINT**

**[Concurrently filed with Plaintiff's  
Opposition & Request For Judicial Notice]**

Noticed Hearing Date  
(Ordered off-calender): June 30, 2008  
Dept.: 14  
Judge: M. James Lorenz

I, Jeffrey A. Needelman, declare,

1. I am an attorney licensed in 1997 to practice in California, admitted in 2005 to practice before the United States District Court for the Southern District of California, and a plaintiff pro se in the above-captioned action. I have personal knowledge of the following facts and, if called to testify, could and would testify competently to them.

(CASE NO. 08-CV-0442-L-RBB)

2. I attended the evening program at George Washington University Law School from 1993 to 1995. In 1995, I transferred to the University of California, Los Angeles School of Law ("UCLA"), completing my Juris Doctor in 1997.

3. To attend law school, I took Stafford student loans, among other student loans, in the following amounts totaling \$54,000:

<i>Disbursement Date</i>	<i>Original Amount of Loan</i>
08/04/1993	\$ 7,500.00
12/22/1993	\$ 1,000.00
08/19/1994	\$ 8,500.00
09/20/1995	\$ 8,500.00
09/20/1995	\$10,000.00
08/28/1996	\$ 8,500.00
08/28/1996	\$10,000.00

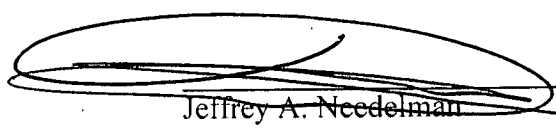
Attached hereto as Exhibit "A" is a true and correct copy of a Notice to me from Defendant PHEAA dated May 21, 1997 attaching repayment obligation/schedule disclosure statements indicating initially disbursed amounts of plaintiff's student loans.

4. By September 6, 2001, these Stafford Loans had increased from the original amount of \$54,000 to \$67,341.59 in the following amounts

<i>Disbursement Date</i>	<i>Original Loan Amount</i>	<i>Amount after Third Forebearance And Temporary Chapter 7 Stay</i>
08/04/1993	\$ 7,500.00	\$ 8,841.72
12/22/1993	\$ 1,000.00	\$ 1,178.86
08/19/1994	\$ 8,500.00	\$10,011.16
09/20/1995	\$ 8,500.00	\$10,011.16
09/20/1995	\$10,000.00	\$14,104.78
08/28/1996	\$ 8,500.00	\$10,011.16
08/28/1996	\$10,000.00	\$13,182.75

Attached hereto as Exhibit "B" is a true and correct copy of a Notice from Defendant PHEAA dated September 6, 2001 attaching the repayment schedule and amounts of plaintiff's student loans as of September 6, 2001.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct. Executed on June 10, 2008 in San Francisco, California.

  
Jeffrey A. Needelman



**GraduateLoan Center<sup>SM</sup>**

A DIVISION OF PHEAA

P.O. Box 8155, Harrisburg, PA 17105-8155 • 1-800-446-8210

05/21/97

JEFFREY A NEEDELMAN  
 123 ANCHORAGE ST NO 1  
 MARINA DEL REY CA 90292

DEAR CUSTOMER:

We would like to remind you that repayment is scheduled to begin on your loan(s) as shown below:

LOAN PROGRAM	CURRENT OWNER	1ST DISB DATE	GRACE END DATE	NEXT PAYMENT DUE DATE
STFFRD	KEY BANK U	08/04/1993	11/16/1997	12/16/1997
STFFRD	KEY BANK U	08/19/1994	11/16/1997	12/16/1997
STFFRD	KEY BANK U	12/22/1993	11/16/1997	12/16/1997
STFFRD	KEY BANK U	09/20/1995	11/16/1997	12/16/1997
UNSTFD	KEY BANK U	09/20/1995	11/16/1997	12/16/1997
UNSTFD	KEY BANK U	08/28/1996	11/16/1997	12/16/1997
STFFRD	KEY BANK U	08/28/1996	11/16/1997	12/16/1997

If you have any questions or need additional information, please contact us at the address or telephone number shown above. Representatives are available Monday through Friday, 8:00 A.M. to 8:30 P.M. and Saturday, 8:00 A.M. to 4:00 P.M. Eastern Time.

3

Thomas Vera  
 Manager, Customer Service

MR

50004971400000282

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Exhibit A

**REPAYMENT OBLIGATION/SCHEDULE DISCLOSURE STATEMENT****AMERICAN STUDENT ASSISTANCE**

This document is the Repayment Schedule Disclosure Statement which is provided for in the promissory note(s) you signed under the AMERICAN STUDENT ASSISTANCE administered STAFFORD Program. You must repay your loan(s) in compliance with the schedule set forth below. This document in no way replaces the original promissory note(s) nor relieves the liability of any endorser(s) who signed the original promissory note(s). The acceptance by the lender/holder of any delinquent installment(s) shall not constitute a waiver of any rights of the lender/holder. Should there be a failure to make your installment payment hereunder when due, the unpaid balance shall become immediately due and payable at the option of the lender/holder. If your interest rate has been discounted and you default on the loan, the interest rate will no longer be discounted.

JEFFREY A NEEDELMAN  
123 ANCHORAGE ST NO 1  
MARINA DEL REY, CA 90292

GRADUATELOAN CENTER  
P.O. BOX 8155  
HARRISBURG, PA 17105-8155

LOAN OWNER: KEY BANK USA, N.A./THE ACCESS GROUP

ACCOUNT NUMBER: 218-90-7405

INTEREST RATE: 8.25

**LOANS INCLUDED IN THIS REPAYMENT OBLIGATION**

Date of Prom Note	Date Interest Begins to Accrue	Estimated Unpaid Principal Balance	Estimated Unpaid Interest
08/19/94	11/17/97	\$8,500.00	\$55.71

**REPAYMENT SCHEDULE**

Number of Payments	Amount of Payments	Payments Due	Number of Payments	Amount of Payments	Payments Due	Number of Payments	Amount of Payments	Payments Due
119	104.23	12/16/97						
001	103.50	11/16/07						

**TOTAL AMOUNT TO BE REPAYED**

1. Total Unpaid Principal Balance On Repayment Start Date:	\$8,500.00
2. Add: Accrued Unpaid Interest To Be Capitalized	\$0.00
3. Equals: Principal Amount To Be Repaid	\$8,500.00
4. Add: Accrued Unpaid Interest Not Capitalized	\$55.71
5. Add: Interest Payable During Repayment Period	\$4,006.87
6. Equals: Total Amount To Be Repaid	\$12,562.58

**BORROWER: ALL COMMUNICATIONS AND PAYMENTS MUST BE SENT TO THE SERVICER AT THE ABOVE ADDRESS UNLESS THE LENDER/HOLDER NOTIFIES YOU OTHERWISE IN WRITING.**

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Exhibit A

## I. PAYMENT OF INTEREST

The amount of the monthly payment is based upon the assumption that all payments will be made on the scheduled due dates. The total interest payable during the repayment period may be more or less than the amount on this repayment schedule, depending upon whether you pay earlier or later than the scheduled due date. The amount of the final payment may be adjusted upward or downward based upon the dates the payments were actually received.

## II. PREPAYMENT

You may, at your option and without penalty, prepay all or any part of the principal on the loan(s) listed on this repayment schedule at any time. Any prepayment will satisfy accrued interest first and the remainder will prepay principal. If you are paying your loan in full, please send the payment of all outstanding principal and interest to: GLC/Payment Receipts, 1200 N. 7th St., Harrisburg, PA 17102.

## III. LATE CHARGES

If permitted by State law, the lender may collect a late charge if you fail to pay all or part of a required installment within the (10) days after it is due or to provide written evidence that verifies eligibility to have payment(s) deferred. A late charge may not exceed six (6) percent of each late installment.

## IV. COLLECTION CHARGES

You and any co-maker, if applicable [refer to your promissory note], are jointly and severally liable for all costs, including, but not limited to, reasonable attorney's fees, court costs, and collection agency fees incurred that are necessary for the collection of delinquent payments.

## V. DEFERMENT

Installments of principal may be deferred if you qualify for one of the deferment conditions listed on your original promissory notes(s) or in the Federal Stafford Loan or Federal PLUS/SLS application booklets you received. You must provide proper documentation to the lender/servicer to support any deferment status.

## VI. FORBEARANCE

If you are unable to make your scheduled payments and do not qualify for a deferment, the lender/servicer of your loan(s) may allow you to reduce the amount of your payments or to temporarily stop making payments as long as you intend to repay your loan. This action is called a forbearance. During a period of forbearance, interest charges continue to accrue while you are temporarily permitted to delay or reduce payments. If you are willing, but financially unable, to make payments under your repayment schedule, you may request forbearance to allow for any of the following: A) a period during which you make no payments; B) an extension of time for making payments; or C) a period during which you make smaller payments than were originally scheduled. Your lender/servicer is generally not required to grant a forbearance and may require you to provide your reasons for the request and other information. However, if you are serving in a medical or dental internship or residency program, your lender/servicer is required to grant you a forbearance under certain conditions. In addition, if you are serving in a national service position for which you receive a national service education award under the National and Community Service Trust Act of 1993, your lender/servicer is required to grant you a forbearance. Forbearance is also required when your annual debt burden for FFELP loans equals or exceeds 20% of your total monthly income. You must provide proper documentation to the lender/servicer to support any forbearance status.

## VI. CONSOLIDATION/REFINANCING

A Federal Consolidation Loan Program is available under which you may be able to consolidate loans that you received under the Federal Stafford Loan Program, Federal SLS Program, Federal Perkins Loan Program (formerly NDSL), PLUS, HEAL, NSL, and the Health Professional Student Loan Program. Certain PLUS, SLS, and ALAS loans may be refinanced to combine payments or obtain a variable interest rate. Contact the lender/servicer of your loan(s) for more information.

## VIII. GENERAL

You must observe applicable regulations relating to the loan(s) and must inform the lender/servicer promptly in writing of any changes occurring in your home address or changes affecting your eligibility for a deferment. You must also inform the lender/servicer promptly in writing of any changes in the address of any endorser(s)/co-maker(s) on the original promissory note(s). The lender/servicer may obtain enrollment and address information from any of the educational institutions in which you intend to become enrolled or were enrolled.

If you do not qualify for federal interest subsidy benefits, the interest that accrues during periods when principal payments are not required can be paid or may be capitalized.

If you fail to make payments as outlined in this repayment obligation, any resulting delinquency may be reported to all national credit bureaus.

NOTICE: DEFAULT OCCURS WHEN YOU PERSISTENTLY FAIL TO MAKE PAYMENTS AS REQUIRED, TO PROVIDE DOCUMENTATION OR TO NOTIFY THE LENDER OF OTHER RELEVANT CONDITIONS. DEFAULT IS VERY SERIOUS AND RESULTS IN LOSS OF FEDERAL AND STATE INCOME TAX REFUNDS, LEGAL ACTION, ASSESSMENT OF COLLECTION CHARGES INCLUDING ATTORNEY FEES, LOSS OF PROFESSIONAL LICENSE, LOSS OF ELIGIBILITY FOR OTHER STUDENT FINANCIAL ASSISTANCE UNDER MOST FEDERAL BENEFIT PROGRAMS, LOSS OF ELIGIBILITY FOR DEFERMENTS, NEGATIVE CREDIT REPORTS, AND ADMINISTRATIVE WAGE GARNISHMENT. SEE THE TERMS OF YOUR PROMISSORY NOTE FOR ADDITIONAL DETAILS.

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Exhibit A

**REPAYMENT OBLIGATION/SCHEDULE DISCLOSURE STATEMENT****AMERICAN STUDENT ASSISTANCE**

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JEFFREY A NEEDELMAN  
123 ANCHORAGE ST NO 1  
MARINA DEL REY, CA 90292

GRADUATELOAN CENTER  
P.O. BOX 8155  
HARRISBURG, PA 17105-8155

LOAN OWNER: KEY BANK USA, N.A./THE ACCESS GROUP

ACCOUNT NUMBER: 218-90-7405

INTEREST RATE: 7.66

**LOANS INCLUDED IN THIS REPAYMENT OBLIGATION**

Date of Prom Note	Date Interest Begins to Accrue	Estimated Unpaid Principal Balance	Estimated Unpaid Interest
09/20/95	11/17/97	\$8,500.00	\$51.73
08/28/96	11/17/97	\$8,500.00	\$51.73

**REPAYMENT SCHEDULE**

Number of Payments	Amount of Payments	Payments Due	Number of Payments	Amount of Payments	Payments Due	Number of Payments	Amount of Payments	Payments Due
119	203.18	12/16/97						
001	200.06	11/16/07						

**TOTAL AMOUNT TO BE REPAYED**

1. Total Unpaid Principal Balance On Repayment Start Date:	\$17,000.00
2. Add: Accrued Unpaid Interest To Be Capitalized	\$0.00
3. Equals: Principal Amount To Be Repaid	\$17,000.00
4. Add: Accrued Unpaid Interest Not Capitalized	\$103.46
5. Add: Interest Payable During Repayment Period	\$7,378.48
6. Equals: Total Amount To Be Repaid	\$24,481.94

BORROWER: ALL COMMUNICATIONS AND PAYMENTS MUST BE SENT TO THE SERVICER AT THE ABOVE ADDRESS UNLESS THE LENDER/HOLDER NOTIFIES YOU OTHERWISE IN WRITING.

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Exhibit A



## I. PAYMENT OF INTEREST

The amount of the monthly payment is based upon the assumption that all payments will be made on the scheduled due dates. The total interest payable during the repayment period may be more or less than the amount on this repayment schedule, depending upon whether you pay earlier or later than the scheduled due date. The amount of the final payment may be adjusted upward or downward based upon the dates the payments were actually received.

## II. PREPAYMENT

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## III. LATE CHARGES

If permitted by State law, the lender may collect a late charge if you fail to pay all or part of a required installment within the (10) days after it is due or to provide written evidence that verifies eligibility to have payment(s) deferred. A late charge may not exceed six (6) percent of each late installment.

## IV. COLLECTION CHARGES

You and any co-maker, if applicable [refer to your promissory note], are jointly and severally liable for all costs, including, but not limited to, reasonable attorney's fees, court costs, and collection agency fees incurred that are necessary for the collection of delinquent payments.

## V. DEFERMENT

Installments of principal may be deferred if you qualify for one of the deferment conditions listed on your original promissory notes(s) or in the Federal Stafford Loan or Federal PLUS/SLS application booklets you received. You must provide proper documentation to the lender/servicer to support any deferment status.

## VI. FORBEARANCE

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## VI. CONSOLIDATION/REFINANCING

A Federal Consolidation Loan Program is available under which you may be able to consolidate loans that you received under the Federal Stafford Loan Program, Federal SLS Program, Federal Perkins Loan Program (formerly NDSL), PLUS, HEAL, NSL, and the Health Professional Student Loan Program. Certain PLUS, SLS, and ALAS loans may be refinanced to combine payments or obtain a variable interest rate. Contact the lender/servicer of your loan(s) for more information.

## VIII. GENERAL

You must observe applicable regulations relating to the loan(s) and must inform the lender/servicer promptly in writing of any changes occurring in your home address or changes affecting your eligibility for a deferment. You must also inform the lender/servicer promptly in writing of any changes in the address of any endorser(s)/co-maker(s) on the original promissory note(s). The lender/servicer may obtain enrollment and address information from any of the educational institutions in which you intend to become enrolled or were enrolled.

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Exhibit A



**REPAYMENT OBLIGATION/SCHEDULE DISCLOSURE STATEMENT**  
**AMERICAN STUDENT ASSISTANCE**

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JEFFREY A NEEDELMAN  
123 ANCHORAGE ST NO 1  
MARINA DEL REY, CA 90292

GRADUATELOAN CENTER  
P.O. BOX 8155  
HARRISBURG, PA 17105-8155

LOAN OWNER: KEY BANK USA,N.A./THE ACCESS GROUP

ACCOUNT NUMBER: 218-90-7405

INTEREST RATE: 8.26

**LOANS INCLUDED IN THIS REPAYMENT OBLIGATION**

Date of Prom Note	Date Interest Begins to Accrue	Estimated Unpaid Principal Balance	Estimated Unpaid Interest
08/04/93	11/17/97	\$7,500.00	\$49.22
12/22/93	11/17/97	\$1,000.00	\$6.56

**REPAYMENT SCHEDULE**

Number of Payments	Amount of Payments	Payments Due	Number of Payments	Amount of Payments	Payments Due	Number of Payments	Amount of Payments	Payments Due
119	104.28	12/16/97						
001	101.69	11/16/07						

**TOTAL AMOUNT TO BE REPAYED**

1. Total Unpaid Principal Balance On Repayment Start Date:	\$8,500.00
2. Add: Accrued Unpaid Interest To Be Capitalized	\$0.00
3. Equals: Principal Amount To Be Repaid	\$8,500.00
4. Add: Accrued Unpaid Interest Not Capitalized	\$55.78
5. Add: Interest Payable During Repayment Period	\$4,011.01
6. Equals: Total Amount To Be Repaid	\$12,566.79

BORROWER: ALL COMMUNICATIONS AND PAYMENTS MUST BE SENT TO THE SERVICER AT THE ABOVE ADDRESS UNLESS THE LENDER/HOLDER NOTIFIES YOU OTHERWISE IN WRITING.

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Ex Libris A

## I. PAYMENT OF INTEREST

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Exhibit A

**REPAYMENT OBLIGATION/SCHEDULE DISCLOSURE STATEMENT****AMERICAN STUDENT ASSISTANCE**

This document is the Repayment Schedule Disclosure Statement which is provided for in the promissory note(s) you signed under the AMERICAN STUDENT ASSISTANCE administered UNSUB STFFRD Program. You must repay your loan(s) in compliance with the schedule set forth below. This document in no way replaces the original promissory note(s) nor relieves the liability of any endorser(s) who signed the original promissory note(s). The acceptance by the lender/holder of any delinquent installment(s) shall not constitute a waiver of any rights of the lender/holder. Should there be a failure to make your installment payment hereunder when due, the unpaid balance shall become immediately due and payable at the option of the lender/holder. If your interest rate has been discounted and you default on the loan, the interest rate will no longer be discounted.

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MARINA DEL REY, CA 90292

GRADUATELOAN CENTER  
P.O. BOX 8155  
HARRISBURG, PA 17105-8155

LOAN OWNER: KEY BANK USA,N.A./THE ACCESS GROUP

ACCOUNT NUMBER: 218-90-7405

INTEREST RATE: 7.41

**LOANS INCLUDED IN THIS REPAYMENT OBLIGATION**

Date of Prom Note	Date Interest Begins to Accrue	Estimated Unpaid Principal Balance	Estimated Unpaid Interest
09/20/95	11/17/97	\$10,000.00	\$1,623.90
08/28/96	11/17/97	\$10,000.00	\$864.04

**REPAYMENT SCHEDULE**

Number of Payments	Amount of Payments	Payments Due	Number of Payments	Amount of Payments	Payments Due	Number of Payments	Amount of Payments	Payments Due
119	264.27	12/16/97						
001	262.52	11/16/07						

**TOTAL AMOUNT TO BE REPAYED**

1. Total Unpaid Principal Balance On Repayment Start Date:	\$20,000.00
2. Add: Accrued Unpaid Interest To Be Capitalized	\$2,356.33
3. Equals: Principal Amount To Be Repaid	\$22,356.33
4. Add: Accrued Unpaid Interest Not Capitalized	\$131.61
5. Add: Interest Payable During Repayment Period	\$9,354.32
6. Equals: Total Amount To Be Repaid	\$31,842.26

BORROWER: ALL COMMUNICATIONS AND PAYMENTS MUST BE SENT TO THE SERVICER AT THE ABOVE ADDRESS UNLESS THE LENDER/HOLDER NOTIFIES YOU OTHERWISE IN WRITING.

00041971410001064



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Exhibit A

## I. PAYMENT OF INTEREST

The amount of the monthly payment is based upon the assumption that all payments will be made on the scheduled due dates. The total interest payable during the repayment period may be more or less than the amount on this repayment schedule, depending upon whether you pay earlier or later than the scheduled due date. The amount of the final payment may be adjusted upward or downward based upon the dates the payments were actually received.

## II. PREPAYMENT

You may, at your option and without penalty, prepay all or any part of the principal on the loan(s) listed on this repayment schedule at any time. Any prepayment will satisfy accrued interest first and the remainder will prepay principal. If you are paying your loan in full, please send the payment of all outstanding principal and interest to: GLC/Payment Receipts, 1200 N. 7th St., Harrisburg, PA 17102.

## III. LATE CHARGES

If permitted by State law, the lender may collect a late charge if you fail to pay all or part of a required installment within the (10) days after it is due or to provide written evidence that verifies eligibility to have payment(s) deferred. A late charge may not exceed six (6) percent of each late installment.

## IV. COLLECTION CHARGES

You and any co-maker, if applicable [refer to your promissory note], are jointly and severally liable for all costs, including, but not limited to, reasonable attorney's fees, court costs, and collection agency fees incurred that are necessary for the collection of delinquent payments.

## V. DEFERMENT

Installments of principal may be deferred if you qualify for one of the deferment conditions listed on your original promissory notes(s) or in the Federal Stafford Loan or Federal PLUS/SLS application booklets you received. You must provide proper documentation to the lender/servicer to support any deferment status.

## VI. FORBEARANCE

If you are unable to make your scheduled payments and do not qualify for a deferment, the lender/servicer of your loan(s) may allow you to reduce the amount of your payments or to temporarily stop making payments as long as you intend to repay your loan. This action is called a forbearance. During a period of forbearance, interest charges continue to accrue while you are temporarily permitted to delay or reduce payments. If you are willing, but financially unable, to make payments under your repayment schedule, you may request forbearance to allow for any of the following: A) a period during which you make no payments; B) an extension of time for making payments; or C) a period during which you make smaller payments than were originally scheduled. Your lender/servicer is generally not required to grant a forbearance and may require you to provide your reasons for the request and other information. However, if you are serving in a medical or dental internship or residency program, your lender/servicer is required to grant you a forbearance under certain conditions. In addition, if you are serving in a national service position for which you receive a national service education award under the National and Community Service Trust Act of 1993, your lender/servicer is required to grant you a forbearance. Forbearance is also required when your annual debt burden for FFELP loans equals or exceeds 20% of your total monthly income. You must provide proper documentation to the lender/servicer to support any forbearance status.

## VI. CONSOLIDATION/REFINANCING

A Federal Consolidation Loan Program is available under which you may be able to consolidate loans that you received under the Federal Stafford Loan Program, Federal SLS Program, Federal Perkins Loan Program (formerly NDSL), PLUS, HEAL, NSL, and the Health Professional Student Loan Program. Certain PLUS, SLS, and ALAS loans may be refinanced to combine payments or obtain a variable interest rate. Contact the lender/servicer of your loan(s) for more information.

## VIII. GENERAL

You must observe applicable regulations relating to the loan(s) and must inform the lender/servicer promptly in writing of any changes occurring in your home address or changes affecting your eligibility for a deferment. You must also inform the lender/servicer promptly in writing of any changes in the address of any endorser(s)/co-maker(s) on the original promissory note(s). The lender/servicer may obtain enrollment and address information from any of the educational institutions in which you intend to become enrolled or were enrolled.

If you do not qualify for federal interest subsidy benefits, the interest that accrues during periods when principal payments are not required can be paid or may be capitalized.

If you fail to make payments as outlined in this repayment obligation, any resulting delinquency may be reported to all national credit bureaus.

NOTICE: DEFAULT OCCURS WHEN YOU PERSISTENTLY FAIL TO MAKE PAYMENTS AS REQUIRED, TO PROVIDE DOCUMENTATION OR TO NOTIFY THE LENDER OF OTHER RELEVANT CONDITIONS. DEFAULT IS VERY SERIOUS AND RESULTS IN LOSS OF FEDERAL AND STATE INCOME TAX REFUNDS, LEGAL ACTION, ASSESSMENT OF COLLECTION CHARGES INCLUDING ATTORNEY FEES, LOSS OF PROFESSIONAL LICENSE, LOSS OF ELIGIBILITY FOR OTHER STUDENT FINANCIAL ASSISTANCE UNDER MOST FEDERAL BENEFIT PROGRAMS, LOSS OF ELIGIBILITY FOR DEFERMENTS, NEGATIVE CREDIT REPORTS, AND ADMINISTRATIVE WAGE GARNISHMENT. SEE THE TERMS OF YOUR PROMISSORY NOTE FOR ADDITIONAL DETAILS.

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Exhibit A



## GraduateLoan Center<sup>SM</sup>

P.O. Box 8155, Harrisburg, PA 17105-8155 · 1-800-446-8210 · Fax 1-717-720-3931  
www.pheaa.org

09/06/01

#BWNDHLY  
#B21890GDJE0906L8#  
JEFFREY A NEEDELMAN  
33 EASTWIND STREET #6  
MARINA DEL REY CA 90292

DEAR CUSTOMER:

This letter is to inform you of the current repayment terms for the loan(s) listed on the enclosed LOAN DETAIL SHEET. Each loan is identified by the loan type, the first disbursement date and the current owner.

Shortly before you entered your initial repayment period you should have received a Repayment Obligation form. Please note that the terms identified in this letter have changed from those identified on that form. The repayment terms on your loan(s) are adjusted in accordance with the terms of your promissory note to ensure that repayment in full occurs within federal guidelines. Conditions such as the granting of a deferment or forbearance, a change in interest rate and interest capitalization (adding interest to the principal balance) are examples of what may have caused the terms of your loan(s) to be re-calculated.

The enclosure outlines the remaining term, principal balance, new installment amount, first payment due date and the current interest rate. Please be sure to remit your payment to our office by the due date shown. Checks or money orders should be written to the GraduateLoan Center (GLC) and remitted to the following address:

GLC  
Harrisburg, PA 17130-0001

Stephanie Foltz  
Assistant Vice President  
The GraduateLoan Center

TSXFH:PS02BTRT4  
218907405

MR

50001012480000069

-12-  
Exhibit B

09/06/01

## REPAYMENT SCHEDULE 1

<u>OWNER NAME</u>	<u>LOAN PROGRAM</u>	<u>FIRST DISBURSEMENT</u>	<u>ORIGINAL BALANCE</u>	<u>CURRENT PRINCIPAL</u>	<u>INTEREST RATE</u>
KEYCORP TRUST 1999A LAL		10/06/1995	\$11,787.00	\$14,795.41	6.851
<u>SCHEDULE TYPE</u>	<u>TOTAL REPAY AMOUNT</u>	<u>REPAY TERM</u>	<u>INSTALL AMOUNT</u>	<u>DUE DATE</u>	<u>ANTICIPATED CAP</u>
LEVEL	\$26,022.63	211	\$123.33	09/16/01	N/A

## REPAYMENT SCHEDULE 2

<u>OWNER NAME</u>	<u>LOAN PROGRAM</u>	<u>FIRST DISBURSEMENT</u>	<u>ORIGINAL BALANCE</u>	<u>CURRENT PRINCIPAL</u>	<u>INTEREST RATE</u>
KEYCORP TRUST 1999A LAL		09/26/1996	\$3,055.00	\$2,998.49	6.851
<u>SCHEDULE TYPE</u>	<u>TOTAL REPAY AMOUNT</u>	<u>REPAY TERM</u>	<u>INSTALL AMOUNT</u>	<u>DUE DATE</u>	<u>ANTICIPATED CAP</u>
LEVEL	\$3,800.00	76	\$50.00	09/16/01	N/A

## REPAYMENT SCHEDULE 3

<u>OWNER NAME</u>	<u>LOAN PROGRAM</u>	<u>FIRST DISBURSEMENT</u>	<u>ORIGINAL BALANCE</u>	<u>CURRENT PRINCIPAL</u>	<u>INTEREST RATE</u>
KEYCORP TRUST 1999A LAL		10/30/1996	\$3,140.00	\$3,112.70	6.851
<u>SCHEDULE TYPE</u>	<u>TOTAL REPAY AMOUNT</u>	<u>REPAY TERM</u>	<u>INSTALL AMOUNT</u>	<u>DUE DATE</u>	<u>ANTICIPATED CAP</u>
LEVEL	\$4,000.00	80	\$50.00	09/16/01	N/A

## REPAYMENT SCHEDULE 4

<u>OWNER NAME</u>	<u>LOAN PROGRAM</u>	<u>FIRST DISBURSEMENT</u>	<u>ORIGINAL BALANCE</u>	<u>CURRENT PRINCIPAL</u>	<u>INTEREST RATE</u>
KEYCORP TRUST 1999A STFFRD		08/04/1993	\$7,500.00	\$8,841.72	6.790
KEYCORP TRUST 1999A STFFRD		08/19/1994	\$8,500.00	\$10,011.16	6.790
KEYCORP TRUST 1999A STFFRD		12/22/1993	\$1,000.00	\$1,178.86	6.790
<u>SCHEDULE TYPE</u>	<u>TOTAL REPAY AMOUNT</u>	<u>REPAY TERM</u>	<u>INSTALL AMOUNT</u>	<u>DUE DATE</u>	<u>ANTICIPATED CAP</u>
LEVEL	\$13,132.36	116	\$113.21	09/16/01	N/A
LEVEL	\$14,780.72	116	\$127.42	09/16/01	N/A
LEVEL	\$1,750.44	116	\$15.09	09/16/01	N/A



09/06/01

## REPAYMENT SCHEDULE 5

<u>OWNER NAME</u>	<u>LOAN PROGRAM</u>	<u>FIRST DISBURSEMENT</u>	<u>ORIGINAL BALANCE</u>	<u>CURRENT PRINCIPAL</u>	<u>INTEREST RATE</u>
KEYCORP TRUST 1999A STFFRD		09/20/1995	\$8,500.00	\$10,011.16	6.790
KEYCORP TRUST 1999A STFFRD		08/28/1996	\$8,500.00	\$10,011.16	6.790

<u>SCHEDULE TYPE</u>	<u>TOTAL REPAY AMOUNT</u>	<u>REPAY TERM</u>	<u>INSTALL AMOUNT</u>	<u>DUE DATE</u>	<u>ANTICIPATED CAP</u>
LEVEL	\$14,780.72	116	\$127.42	09/16/01	N/A
LEVEL	\$14,780.72	116	\$127.42	09/16/01	N/A

## REPAYMENT SCHEDULE 6

<u>OWNER NAME</u>	<u>LOAN PROGRAM</u>	<u>FIRST DISBURSEMENT</u>	<u>ORIGINAL BALANCE</u>	<u>CURRENT PRINCIPAL</u>	<u>INTEREST RATE</u>
KEYCORP TRUST 1999A UNSTFD		09/20/1995	\$10,000.00	\$14,104.78	6.790
KEYCORP TRUST 1999A UNSTFD		08/28/1996	\$10,000.00	\$13,182.75	6.790

<u>SCHEDULE TYPE</u>	<u>TOTAL REPAY AMOUNT</u>	<u>REPAY TERM</u>	<u>INSTALL AMOUNT</u>	<u>DUE DATE</u>	<u>ANTICIPATED CAP</u>
LEVEL	\$20,825.48	116	\$179.53	09/16/01	N/A
LEVEL	\$19,463.64	116	\$167.79	09/16/01	N/A

*CERTIFICATE OF SERVICE*

[Civ. LR 5.2]

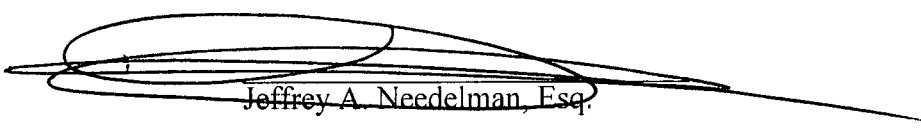
I hereby certify that I am admitted to practice before this Court and that a copy of the foregoing Declaration was this date served upon all counsel of record by placing a copy of the same in the United States Mail at San Francisco, California, postage prepaid, and sent to their last known address as follows:

Michael L. Meeks  
Pepper Hamilton, LLP  
4 Park Plaza, Suite 1200  
Irvine, California 92614

Timothy P. Burke, Esq.  
Timothy P. Burke & Associates  
1136 Fremont Avenue, Suite 108  
South Pasadena, California 91030

Rupert P. Hansen  
Cox, Wootton, Griffin, Hansen & Poulos, LLP  
190 The Embarcadero  
San Francisco, California 94150

I declare under penalty of perjury under the laws of the United States that the above is true and correct. Executed on June 10, 2008, at San Francisco, California.



Jeffrey A. Needelman, Esq.